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INTERSTATE COMMERCE COMMISSION



LOUISVILLE & NASHVILLE RAILROAD COMPANY

908 W. BROADWAY • LOUISVILLE, KENTUCKY 40203 • TELEPHONE (502) 587-5772

LAW DEPARTMENT

October 5, 1977

CHAUNCEY E. BRUMMER
ATTORNEY

Mr. H. G. Homme, Jr.
Acting Secretary
Interstate Commerce Commission
Washington, D. C. 20423

7-2847020
OCT 11 1977
Date _____
Fee \$ 10
ICC Washington D. C.

Dear Mr. Secretary:

There is transmitted to you herewith for filing and recordation, pursuant to Section 20c of the Interstate Commerce Act, counterparts of an Amendment Agreement dated as of April 1, 1976, among Bethlehem Steel Corporation, whose address is Bethlehem, Pennsylvania 18016, Louisville and Nashville Railroad Company, whose address is 908 West Broadway, Louisville, Kentucky 40201, and Mercantile-Safe Deposit and Trust Company, whose address is Two Hopkins Plaza, Baltimore, Maryland 21203.

This Amendment Agreement amends that Conditional Sale Agreement dated as of May 1, 1975, between Bethlehem Steel Corporation and Louisville and Nashville Railroad Company and the Agreement and Assignment thereof between Bethlehem Steel Corporation and Mercantile-Safe Deposit and Trust Company which were filed and recorded with the Interstate Commerce Commission pursuant to Section 20c of the Interstate Commerce Act on June 2, 1975, and assigned respectively Recordation Nos. 7940-A.

The purpose of this Amendment Agreement is to exclude six of the units of equipment from the Conditional Sale Agreement and the Agreement and Assignment in accordance with the provisions of Article 8 of the Conditional Sale Agreement.

Attached hereto is a draft in the amount of \$10.00 payable to the Treasurer of the United States covering the recordation fee for said Amendment Agreement.

This letter of transmittal is signed by an officer of Louisville and Nashville Railroad Company designated for the purpose hereof who has knowledge of the matters set forth herein.

RECEIVED

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I.C.C.
EE OPERATION DIV.

- 2 -

After recordation, please return the recorded counterparts of said Amendment Agreement to:

Mr. Chauncey E. Brummer
Attorney
Louisville and Nashville Railroad Company
908 West Broadway
Louisville, Kentucky 40201

Respectfully yours,

LOUISVILLE AND NASHVILLE RAILROAD COMPANY

By

A handwritten signature in cursive script, appearing to read "Chauncey E. Brummer", written over a horizontal line.

Chauncey E. Brummer
Attorney

Enclosures

Interstate Commerce Commission
Washington, D.C. 20423

OFFICE OF THE SECRETARY

October 11, 1977

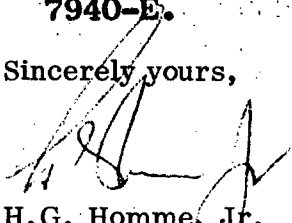
Chauncey E. Brummer
Louisville & Nashville Railroad Company
908 W. Broadway
Louisville, KY 40203

Dear

Sir:

The enclosed document(s) was recorded pursuant to the
provisions of Section 20(c) of the Interstate Commerce Act,
49 U.S.C. 20(c), on **10/11/77** at **12:45 PM**,
and assigned recordation number(s) **7940-E.**

Sincerely yours,


H.G. Homme, Jr.
Acting Secretary

Enclosure(s)

OCT 11 1977 12 45 PM

INTERSTATE COMMERCE COMMISSION

AMENDMENT AGREEMENT dated as of April 1, 1976, among BETHLEHEM STEEL CORPORATION ("Builder"), LOUISVILLE AND NASHVILLE RAILROAD COMPANY ("Railroad") and MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY ("Agent").

WHEREAS, by a Conditional Sale Agreement dated as of May 1, 1975 ("Agreement"), by and between the Builder and the Railroad, it was agreed, among other things, that the Builder would construct, sell and deliver to Railroad and Railroad would purchase from Builder, accept delivery thereof, and pay for the equipment described therein; and,

WHEREAS, by an Agreement and Assignment ("Assignment") dated as of May 1, 1975, by and between the Builder and the Agent, Builder assigned, transferred and set over to Agent, its successors and assigns, all its right, title and interest, except as set forth therein, in and to the Equipment; and,

WHEREAS, the Agreement and the Assignment were filed and recorded with the Interstate Commerce Commission pursuant to Section 20c of the Interstate Commerce Act on June 2, 1975, and assigned respectively Recordation Numbers 7940 and 7940-A; and,

WHEREAS, Railroad desires to exclude six of the units of Equipment from the Agreement and the Assignment in accordance with the provisions of Article 8 of the Agreement; and,

WHEREAS, the specific units of Equipment which are to be excluded from the Agreement and the Assignment are:

<u>Description</u>	<u>Railroad Road Numbers</u>
80-ton open top hopper cars	L&N 195988 L&N 196172 L&N 196002 L&N 196129 L&N 196146 L&N 196115

WHEREAS, the Builder and the Agent are agreeable to such exclusion;

NOW THEREFORE, in consideration of the mutual agreements contained herein, the parties hereto do hereby agree to the exclusion of the above-listed cars from the terms and conditions of the Agreement and the Assignment.

This instrument may be contemporaneously executed in two or more counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same instrument, which shall be sufficiently evidenced by any such original counterpart.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the date first above written.

BETHLEHEM STEEL CORPORATION

By A. M. Reed
Senior Vice President

(Corporate Seal)

Attest:

R. J. Masten
Assistant Secretary

LOUISVILLE AND NASHVILLE RAILROAD COMPANY

By *M. M. Miller*
Assistant Vice President

(Corporate Seal)

Attest:

H. D. Leff
Attesting Officer

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY,
as Agent

By *James A. Clark*
~~Assistant~~ Vice President

(Corporate Seal)

Attest:

O. E. Ehlman
Authorized Officer

COMMONWEALTH OF PENNSYLVANIA)

COUNTY OF LEHIGH)

SS:

On this 22nd day of September, 1977, before me personally appeared *G. M. Reed*, to me personally known, who, being by me duly sworn, says that he is a Senior Vice President of BETHLEHEM STEEL CORPORATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

E. H. Varney
Notary Public

My commission expires July 17, 1978

(Notarial Seal)

COMMONWEALTH OF KENTUCKY)

COUNTY OF JEFFERSON)

SS:

On this 29th day of September, 1977, before me personally appeared N. H. Steer, to me personally known, who, being by me duly sworn, says that he is an Assistant Vice President of LOUISVILLE AND NASHVILLE RAILROAD COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

NOTARY PUBLIC, STATE AT LARGE
My Commission Expires April 12, 1981

Notary Public

My commission expires

Patricia A. Oglesby

(Notarial Seal)

STATE OF MARYLAND)

COUNTY OF BALTIMORE))

SS:

On this 21st day of September, 1977, before me personally appeared James H. Clark, to me personally known, who, being by me duly sworn, says that he is ~~an Assistant~~ Vice President of MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said Company and that said instrument was signed and sealed on behalf of said Company by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Company.

Russell E. Schreiber
Notary Public

RUSSELL E. SCHREIBER

NOTARY PUBLIC

My commission expires

My Commission Expires July 1, 1978

(Notarial Seal)